TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM679633

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Formulatrix, Inc.		01/31/2019	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	QIAGEN Sciences, LLC	
Street Address:	9300 Germantown Rd	
City:	Germantown	
State/Country:	MARYLAND	
Postal Code:	20874	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5161159	CONSTELLATION

CORRESPONDENCE DATA

Fax Number: 2066218783

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2063401000

CMenth@cozen.com Email: Lorraine Linford **Correspondent Name:**

Address Line 1: 999 3rd Avenue

Address Line 2: #1900

Address Line 4: Seattle, WASHINGTON 98104

NAME OF SUBMITTER:	Lorraine Linford
SIGNATURE:	/Lorraine Linford/
DATE SIGNED:	10/07/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Trademark Assignment</u>"), dated as of January 31, 2019, is made by Formulatrix, Inc., a Massachusetts corporation ("<u>Assignor</u>"), in favor of QIAGEN Sciences, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of December 31, 2018, by and between Assignee and Assignor (the "Purchase Agreement") pursuant to which, among other things, Assignor has agreed to sell, assign and transfer to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, Assignor's entire right, title and interest in and to certain of Assignor's trademarks, trademark applications and related rights. Capitalized terms used but not otherwise defined herein, shall have the meanings given such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration in connection with the sale and purchase of assets pursuant to the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, assigns and delivers to Assignee:
- (a) Assignor's entire right, title and interest in and to Assignor's trademarks, trademark registrations and trademark applications identified on <u>Schedule A</u> attached hereto (collectively, the "<u>Marks</u>"), together with the goodwill associated with the business symbolized by such Marks and renewal rights relating thereto.
- (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation. This Trademark Assignment may be recorded with any applicable national, federal and state government authorities including, but not limited to, the United States Patent and Trademark Office ("USPTO"). Assignor authorizes the Commissioner of Trademarks of the USPTO and the corresponding officials or agencies in other applicable jurisdictions throughout the world to record Assignee as the assignee and owner of the Marks.
- 3. <u>Further Assurances</u>. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to record this Trademark with the USPTO and to transfer ownership of the Marks including, but not limited to, assignments, transfers and related powers of attorney.

- 4. <u>Terms of Purchase Agreement</u>. Assignor and Assignee by their execution of this Trademark Assignment each hereby acknowledges and agrees that neither the representations, warranties, and covenants nor the rights, remedies, duties and obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Trademark Assignment. In the event of any inconsistencies or ambiguities between this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.
- 7. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues and in all other respects by the laws of the Commonwealth of Massachusetts, without giving effect to its internal rules governing the conflict of laws.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed on its behalf by its officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

FORMULATRIX, INC

By:

Name: Jeremy N. Stevenson

Title: President

Address for Notices:

10 DeAngelo Drive Bedford, MA 01730

Attention: Jeremy Stevenson, President

NOTARY FOR COMMONWEALTH OF MASSACHUSETTS

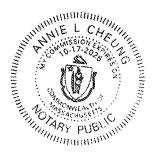
BEFORE ME personally appeared the said Jeremy N. Stevenson, President of Formulatrix, Inc., and acknowledged the foregoing to be the act and deed of said entity, this ______day of January, 2019.

Notary Public in and for

the Commonwealth of Massachusetts

My commission expires:

10-17-2025



Signature page to Trademark Assignment

Acknowledged and Accepted:

ASSIGNEE

QIAGEN SCIENCES, LLC.

By:

Name: Roland Sackers Title: Treasurer and CFO

Schedule A to Trademark Assignment

SCHEDULE A

ASSIGNED TRADEMARKS

U.S. Tradenames

MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	STATUS
CONSTELLATION	87154073	August 29	, 5161159	March 14,	Registered

Schedule A to Trademark Assignment

TRADEMARK REEL: 007446 FRAME: 0612

RECORDED: 10/07/2021